



SACHI A. HAMAI  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
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*"To Enrich Lives Through Effective And Caring Service"*

Board of Supervisors  
HILDA L. SOLIS  
First District

MARK RIDLEY-THOMAS  
Second District

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MICHAEL D. ANTONOVICH  
Fifth District

November 15, 2016

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

13 November 15, 2016

LORI GLASGOW  
EXECUTIVE OFFICER

**LEASE AMENDMENT  
FIRE DEPARTMENT  
5200 IRWINDALE AVENUE, IRWINDALE  
(FIRST DISTRICT)  
(3 VOTES)**

### SUBJECT

An amendment to an existing eight-year lease increasing the square footage from 5,400 square feet to 7,422 square feet of office space, and 30 on-site parking spaces for use by the Fire Department's Health Hazardous Materials Division, East District Inspection, a division of the Fire Prevention Service Bureau.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed lease amendment is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board of Supervisors, per Section 15301 of the State of California Environmental Quality Act Guidelines (Existing Facilities).
2. Approve and instruct the Chair to sign the lease amendment with Thrifty Oil Co. to increase the leased premises from 5,400 square feet to 7,422 square feet, and from 22 on-site parking spaces to 30 on-site parking spaces with a \$79,747 per month increase in lease costs at 5200 Irwindale Avenue, Irwindale, for the Fire Department for a maximum first year rental cost of \$300,687. The rental and related costs are fee offset and funded with Fire District funds.

3. Authorize the Internal Services Department, the Landlord or Landlord's County approved vendor, at the direction of the Chief Executive Office, to acquire telephone, data, and low voltage systems at a cost not to exceed \$98,000, which will be paid by the Fire Department via lump sum.
4. Authorize and direct the Chief Executive Officer or her designee, to execute any other ancillary documentation necessary to effectuate the lease and authorize the Chief Executive Officer or her designee, and the Fire Chief and Director of Internal Services or their designees to take actions necessary and appropriate to implement the project. The lease amendment will be effective upon approval by the Board of Supervisors, but the term and rent will commence upon completion of the improvements by Thrifty Oil Co., or a County approved vendor, and acceptance by the County no later than February 14, 2017.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The proposed amendment for approximately 7,422 square feet of office space, and 30 on-site parking spaces at 5200 Irwindale Avenue, Irwindale (Facility) is comprised of 5,409 square feet of existing office space and 2,013 square feet of additional space, and eight additional parking spaces for a total of 30 spaces. The existing space is occupied by the Fire Department's (Fire) Fire Prevention Units consisting of the East Region Administrative Office, and Industry and Petro Chemical Units, and the lease for this space was approved by the Board of Supervisors on December 15, 2015.

The proposed additional space will allow Fire to relocate their Health Hazardous Materials Division (HHMD) field office currently located at 5110 North Peck Road, El Monte. The vacated space will be backfilled by their Arson Unit. HHMD staff provides permits, and conducts periodic field inspections of businesses to ensure that they manage, store, and handle hazardous materials and waste according to regulatory requirements. The program emphasizes preventative environmental measures by providing education and other resources to business and community representatives. They help businesses develop employee training and contingency plans to establish preventative rather than reactive measures. The office will house nine staff and will receive approximately two – three clients per week, each staying up to one hour each.

The existing Fire Prevention Units consist of the East Region Administrative Office, and Industry and Petro Chemical Units. The Facility currently houses 12 staff, and serves approximately 15 clients per day at the counter, with visits lasting from 10 minutes to one hour.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan Goal of Operational Effectiveness/Fiscal Sustainability (Goal 1) directs that we maximize the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services, and the Goal of Community Support and Responsiveness (Goal 2) directs that we enrich lives of Los Angeles County residents by providing enhanced services, and effectively planning and responding to economic, social, and environmental challenges. The proposed new lease supports these goals with a facility that provides proper accommodations for staff to provide quality information and services to residents. The proposed new lease is in conformance with the Asset Management Principles, as outlined in Attachment A.

### **FISCAL IMPACT/FINANCING**

The proposed lease amendment will provide Fire the use of approximately 7,422 square feet of office space, and 30 on-site parking spaces at a maximum first year rental cost of \$300,687, which is comprised of the \$147,846 initial annual base rent, the \$39,648 maximum annual reimbursement of the Tenant Improvement (TI) allowance, and the \$113,193 annual reimbursement amortized for the balance owed to the Landlord for TIs constructed under the existing lease. Thrifty Oil Co. (Landlord) is responsible for operational and building maintenance costs for the Facility.

Sufficient funding for the proposed lease amendment is included in the Fiscal Year (FY) 2016-17 Rent Expense budget, and will be charged back to Fire. Fire has sufficient funding in its FY 2016-17 operating budget to cover the projected lease costs. The lease costs are fee offset and funded with District funds. Attachment B is an overview of the proposed lease costs.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The proposed lease amendment includes the following provisions:

- Lease term for the additional space commences upon completion of the improvements by the Landlord and acceptance by the County.
- A full-service gross lease whereby the Landlord is responsible for the building operational and maintenance costs for the Facility.
- A cancellation provision allowing the County to cancel the lease any time after 60 months of the lease term, with nine month's prior written notice.
- A non-reimbursable TI allowance of \$20,130, or \$10 per square foot.
- A reimbursable TI allowance of \$161,040, or \$80 per square foot, payable in a lump sum or amortized over the initial five years of the term at an annual interest rate of 8.5 percent.
- A balance of approximately \$459,765 is owed to the Landlord for TIs constructed under the existing lease, with annual reimbursement of \$113,193.
- Furniture will be purchased through the TI allowance, or by Fire through Internal Services Department.
- Rental rate is subject to fixed 3 percent annual rental increases over the term.

The Chief Executive Office (CEO) Real Estate Division, conducted a survey within the project area to determine the availability of comparable and more economical sites. Staff was unable to identify any sites in the survey area that could suitably accommodate this requirement. Based upon a review of available industry data, staff has established that the annual rental range for similar space is between \$24 and \$36 per square foot per year on a full-service gross basis, including parking. Thus, the base annual rental rate of \$20 full-service gross, including parking, for the proposed lease represents a rate below the market range for the area. In addition, the proposed facility is the only viable space for Fire to house the program within the service area. Attachment C shows County owned or leased facilities in the proximity of the service area, and there are no suitable County-owned or leased facilities available for the program.

The Department of Public Works has inspected the facility and found it seismically suitable for County occupancy. Construction of the TIs will be completed in compliance with relevant building and construction laws and regulations. Notification letters advising of the proposed lease have been sent to the City of Irwindale pursuant to Government Code Sections 25351 and 65402.

The proposed lease will provide a central and appropriate location for services which is consistent with the County's facility location policy, as adopted by the Board of Supervisors on July 24, 2012, and further outlined in Attachment D.

#### **ENVIRONMENTAL DOCUMENTATION**

The CEO has made an initial study of environmental factors and has concluded that this project will have no significant impact on the environment and no adverse effect on the wildlife resources. Accordingly, a Negative Declaration has been prepared and a notice posted at the site as required by the California Environmental Quality Act and the California Administrative Code, Section 15072. Copies of the completed Study, the resulting Negative Declaration, and the Notice of Preparation of Negative Declaration as posted are attached. No comments to the Negative Declaration were received.

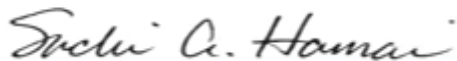
#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The proposed lease will provide the necessary office space, and parking spaces for this County requirement. There will be no negative impact on current County services or projects during the performance of the authorized activities. Fire concurs with the proposed recommendation.

**CONCLUSION**

It is requested that the Executive Office, Board of Supervisors, return four originals of the executed lease, two certified copies of the Minute Order, and the adopted, stamped Board letter to the CEO, Real Estate Division, at 222 South Hill Street, 4th Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,

A handwritten signature in cursive script that reads "Sachi A. Hamai".

SACHI A. HAMAI  
Chief Executive Officer

SAH:DPH:CMM  
TS:NCH:MAC:gw

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
Fire  
Internal Services



**FIRE DEPARTMENT**  
**5200 IRWINDALE AVENUE, IRWINDALE**  
**Asset Management Principles Compliance Form<sup>1</sup>**

1.	<b><u>Occupancy</u></b>		Yes	No	N/A
A	Does lease consolidate administrative functions? <sup>2</sup>		X		
B	Does lease co-locate with other functions to better serve clients? <sup>2</sup>				X
C	Does this lease centralize business support functions? <sup>2</sup>		X		
D	Does this lease meet the guideline of 200 sq. ft. of space per person? <sup>2</sup> <b>No, 309 sq. ft. per person due to the program's counter and meeting room space needed to provide services.</b>			X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? <sup>2</sup>		X		
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? <sup>2</sup>		X		
2.	<b><u>Capital</u></b>				
A	Is it a substantial net County cost (NCC) program? <b>The rental costs are 100% fee offset and funded with District funds.</b>		X		
B	Is this a long term County program?		X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?			X	
D	If no, are there any suitable County-owned facilities available?			X	
E	If yes, why is lease being recommended over occupancy in County-owned space?				X
F	Is Building Description Report attached as Attachment C?		X		
G	Was build-to-suit or capital project considered?			X	
3.	<b><u>Portfolio Management</u></b>				
A	Did department utilize CEO Space Request Evaluation (SRE)?		X		
B	Was the space need justified?		X		
C	If a renewal lease, was co-location with other County departments considered?				
D	Why was this program not co-located?				X
	1. ____ The program clientele requires a "stand alone" facility.				
	2. ____ No suitable County occupied properties in project area.				
	3. <u>X</u> No County-owned facilities available for the project.				
	4. ____ Could not get City clearance or approval.				
	5. ____ The Program is being co-located.				
E	Is lease a full service lease? <sup>2</sup>		X		
F	Has growth projection been considered in space request?			X	
G	Has the Dept. of Public Works completed seismic review/approval?		X		
	<sup>1</sup> As approved by the Board of Supervisors 11/17/98				
	<sup>2</sup> If not, why not?				

**FISCAL IMPACT/FINANCING  
OVERVIEW OF THE PROPOSED LEASE**

<b>5200 Irwindale Avenue, Irwindale</b>	<b>Existing Lease</b>	<b>Proposed Lease</b>	<b>Change</b>
Area (Square Feet)	5,409	7,422	+2,013
Term (years)	Eight-years (4/01/16-3/31/24)	Eight-years, commencing upon Board of Supervisors approval and County's acceptance of the TIs for the expansion space.	+ Resets the start date to eight years following the completion of the expansion build-out
Annual Base Rent <sup>(1)</sup>	\$107,747.28 (\$19.92 per sq.ft. annually)	\$147,846 (\$19.92 per sq. ft. annually)	+\$40,098.96
Base TI Allowance (non-reimbursable)	\$54,090 (\$10 per sq.ft.)	+\$20,130 (\$10 per sq. ft.)	+\$20,130
Additional TI Allowance	\$432,720 (\$80 per sq.ft.)	\$161,040 <sup>(2)</sup> (\$80 per sq. ft.)	+\$161,040
Change Order Allowance	\$27,045 (\$5 per sq.ft.)	None	No change orders
Annual TI Reimbursement <sup>(3)</sup>	\$113,193 (\$20.93 per sq. ft.)	\$39,648 <sup>(2)</sup> (\$19.70 per sq. ft.)	+\$39,648
Maximum First Year Rental Cost <sup>(4)</sup>	\$220,940 (\$40.85 per sq.ft. annually)	\$300,687 (\$40.51 per sq. ft. annually)	+\$79,747
Parking	22 spaces	30 (included in the rental rate)	+8 spaces
Cancellation	Any time after the 60 <sup>th</sup> month upon 9 months prior written notice	Any time after the 60 <sup>th</sup> month upon 9 months prior written notice	None
Rental adjustment	Fixed 3 percent per annum	Fixed 3 percent per annum	None

(1) Total lease rate to be \$1.66/sf per month or \$19.92 per annum.

(2) \$161,040 represents the maximum amount of reimbursable TI funds available for this project. If this entire amount is expended and amortized over 60 months at the proposed rate of 8.5 percent, the annual TI reimbursement will be \$39,648 (\$19.70 per sq. ft. annually).

(3) The combined Annual TI Reimbursement for the current and proposed lease will be: \$113,193 + \$39,648= **\$152,841** (\$20.59 per sq.ft. annually)

(4) Includes first year annual base rent, and annual reimbursement of TI allowance, if fully utilized and the approximate balance owed to the Landlord for TIs constructed under the existing lease.



**FIRE DEPARTMENT  
SPACE SEARCH WITHIN THE EAST SAN GABRIEL VALLEY**

LACO	FACILITY NAME	ADDRESS	OWNERSHIP	GROSS SQFT	NET SQFT	BLDG USE	AVAIL SQFT
A088	PUBLIC LIBRARY- CHARTER OAK LIBRARY	20540 E ARROW HWY, COVINA	LEASED	2,500	2,500	LIBRARY	NONE
A605	DCFS-GLENDORA & REV. ENHANCEMENT	725 S GRAND AVE, GLENDORA	LEASED	109,018	103,567	OFFICE	NONE
A530	DCSS-GLENDORA APS	130 W ROUTE 66, GLENDORA	LEASED	2,070	1,863	OFFICE	NONE
A059	WEST COVINA REGIONAL SERV. BLDG.	2934 E GARVEY AVE, W. COVINA	LEASED	9,883	9,543	OFFICE	NONE
A344	DCFS-COVINA ANNEX	1373 E CENTER CRT DR, COVINA	LEASED	29,525	28,050	OFFICE	NONE
0095	PW ROAD-DIV #518 MAINT.E YARD OFFICE	161 N VALENCIA ST, GLENDORA	OWNED	660	594	OFFICE	NONE
4615	VALLEYDALE-DIRECTOR'S BUILDING	5525 N LARK ELLEN AVE, AZUSA	OWNED	243	193	OFFICE	NONE
A478	SHERIFF-N. REG SURV. & APPREHENSION	2239 E GARVEY AVE N, W. COVINA	LEASED	1,989	1,890	OFFICE	NONE
5673	PUBLIC LIBRARY-SAN DIMAS LIBRARY	145 N WALNUT AVE, SAN DIMAS	OWNED	13,628	11,421	LIBRARY	NONE
F437	PW FLOOD- PUDDINGSTONE OFFICE	150 E PUDDINGSTONE DR, SAN DIMAS	OWNED	240	216	OFFICE	NONE
0111	PW-FLOOD OFF. (FRMR SAN DIMAS SHERIFF)	118 PONY EXPRESS RD, SAN DIMAS	OWNED	660	594	OFFICE	NONE
5941	AG COMM-BONELLI FLD OFF/COMF. STN #3	250 VIA VERDE, SAN DIMAS	OWNED	764	282	OFFICE	NONE
X561	BONELLI-REGIONAL PARK HDQRTRS BLDG.	120 VIA VERDE, SAN DIMAS	OWNED	2,646	1,322	OFFICE	NONE



## FACILITY LOCATION POLICY ANALYSIS

**Proposed Lease:** Lease amendment for the Fire Department – 5200 Irwindale Avenue, Irwindale – 1<sup>st</sup> District.

**A. Establish Service Function Category** – Regional and local public service function.

**B. Determination of the Service Area** –The proposed lease amendment will allow the Fire Department (Fire) to collocate its Health Hazardous Materials Division with the existing East Region Administrative Office, and Industry and Petro Chemical Units.

**C. Apply Location Selection Criteria to Service Area Data**

- Need for proximity to service area and population: The new office provides convenient accessibility of services to clients in the East San Gabriel Valley.
- Need for proximity to existing County facilities: The new office is strategically situated in the East San Gabriel Valley region.
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The Center is conveniently located near public transportation, i.e., bus service.
- Availability of affordable housing for County employees: N/A
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no existing County buildings available to meet Fire's service needs.
- Compatibility with local land use plans: The proposed use is consistent with the building's use, zoning, and not in conflict with the goals and policies of the City of Irwindale. The Department of Public Works inspected the facility and found it suitable for County occupancy. Notification letters have been sent pursuant to Government Code Sections 25351 and 65402.

- Estimated acquisition/construction and ongoing operational costs: The initial annual base rent of \$147,846, i.e., \$1.66 per square foot per month, plus the maximum annual amortized cost of the additional tenant improvement allowances of \$39,648, and the \$113,193 annual reimbursement amortized for the balance owed to the Landlord for TIs constructed under the existing lease comprises the total annual lease costs for the proposed leased facility. Sufficient funding for the proposed lease amendment is included in the Fiscal Year (FY) 2016-17 Rent Expense budget and will be charged back to Fire. Fire has sufficient funding to cover the proposed lease costs, which are fee offset and funded with District funds. In addition, telephone, data, and low voltage systems will be installed by Internal Services, Landlord or Landlord's County approved vendor, at a cost not to exceed \$98,000.

**D. Analyze results and identify location alternatives**

Based upon the space and service needs of Fire, staff surveyed the immediate area to determine the availability of comparable and more economical sites. The proposed facility is the only viable space within the service area, for Fire to house the programs.

Based upon a review of available industry data, staff has established that the annual rental range for similar space is between \$24 and \$36 per square foot per year on a modified-gross basis, including parking. Thus, the base annual rental rate of \$20 full-service gross, including parking, for the proposed lease represents a rate below the market range for the area.

**E. Determine benefits and drawbacks of each alternative based upon functional needs, service area, cost and other Location Selection Criteria**

The facility provides proper accommodations for staff to provide Fire services in the East San Gabriel Valley region. The proposed lease is in conformance with the Asset Management Principles, as outlined in Attachment A. The consolidation of facilities at the proposed office will provide a central and appropriate location which is consistent with the County's facility location policy, adopted by the Board of Supervisors on July 24, 2012.



**AMENDMENT No. 1 TO LEASE No. 78459**  
**COUNTY OF LOS ANGELES FIRE DEPARTMENT'S**  
**FIRE PREVENTION UNIT**  
**5200 IRWINDALE AVENUE, SUITE 210 IRWINDALE**

This Amendment No. 1 to Lease No. 78459 ("Amendment No. 1") is made and entered into this 15th day of November, 2016 by and between THRIFTY OIL CO., a California corporation, hereinafter referred to as "Landlord" and the COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "Tenant."

RECITALS

WHEREAS, Lease No. 78459 ("Lease") for Tenant to lease approximately 5,409 rentable square feet of space at 5200 Irwindale Avenue, Suite 210, Irwindale, California, became effective, and the Commencement Date for Tenant's rental of the Premises described therein occurred on, April 1, 2016;

WHEREAS, Landlord and Tenant desire to make modifications to the Lease, to reflect Tenant's rental from Landlord, and Landlord's rental to Tenant, of certain additional space in the Building, commonly referred to as Suite 205 and containing approximately 2,013 rentable square feet (the "Additional Premises"), and in connection therewith, Landlord and Tenant desire to amend the Lease as hereinafter provided;

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the rents, covenants and agreements herein contained and intended to be legally bound hereby, Landlord and Tenant hereby covenant and agree to amend the Lease as follows:

1. The following sub-sections of Section 1.1, BASIC LEASE INFORMATION, are hereby amended as follows:

1.1(c) Premises: The Premises are hereby increased from approximately 5,409 rentable square feet to approximately 7,422 rentable square feet, as shown on Exhibit A attached hereto.

1.1(e) Term: The following shall be added to Section 1.1(e) of the Lease: The Term for the Additional Premises shall commence on the date that Basic Rent commences for the Additional Premises as provided in Section 1.1(i) of this Amendment No. 1, and the Term for the Additional Premises shall terminate on March 31, 2024 (the "Termination Date"), subject to earlier termination or extension as provided in the Lease.

1.1(i) Basic Rent: The following shall be added to Section 1.1(i) of the Lease: Tenant shall commence payment of Basic Rent for the Additional Premises, calculated at the per-square-foot Basic Rent rate then in effect for Tenant's rental of the initial Premises, on the earlier of: (a) February 14, 2017, or (b) Landlord's completion of the Tenant Improvements, or any earlier date that

of: (a) February 14, 2017, or (b) Landlord's completion of the Tenant Improvements, or any earlier date that Landlord would have completed the Tenant Improvements in the absence of any Tenant Delay. The Basic Rent for the Additional Premises is subject to adjustment per the parties' rights and obligations under Sections 2(b) and 5 of Lease No. 78459.

1.1(k) Rentable Square Feet in the Premises: The rentable square footage of the Premises is hereby increased from approximately 5,409 rentable square feet to approximately 7,422 rentable square feet, as shown on Exhibit A attached hereto.

1.1(n) Parking Spaces: The number of parking spaces is hereby increased from twenty-two (22) to thirty (30) parking spaces.

2. Section 23, TENANT IMPROVEMENTS, is hereby deleted in its entirety and replaced with the following:
  - (a) Prior to the Commencement Date, Landlord shall execute any construction contracts ("Construction Contracts") with Landlord's designated contractor for the construction of the Tenant Improvements, in accordance with Tenant's plans and specifications, as shown on Exhibit B attached hereto. Said Construction Contracts costs shall be at Tenant's sole cost and expense, subject to Tenant's right to utilize the "Tenant Improvement Allowance" in the amount of \$20,130 and "Additional Tenant Improvement Allowance" in the amount of \$161,040 to pay such costs. Landlord shall oversee and coordinate the construction of the Tenant Improvements pursuant to Tenant's plans and specifications as shown on Exhibit B attached hereto.
  - (b) The Additional Tenant Improvement Allowance used to pay for all or a portion of the Tenant Improvement costs shall be repaid by Tenant to Landlord in equal amortized monthly payments, inclusive of interest at the Additional Tenant Improvement Amortization Rate of 8.5 percent per annum, over a period of five (5) years following the date of Substantial Completion of the Tenant Improvements. Tenant may at any time during the Term prepay Landlord in a lump sum for all or any portion of the remaining outstanding Additional Tenant Improvement Allowance.

Tenant may exercise its extension options, as set forth in Section 33 of the Lease, only for the entirety of both the initial Premises and the Additional Premises, and not solely for either the initial Premises or solely for the Additional Premises. Further, Tenant may exercise its early lease termination right, as set forth in Section 4(d) of the Lease, only for the entirety of both the initial Premises and the Additional Premises, and not solely for either the initial Premises or solely for the Additional Premises.



In accordance with California Civil Code Section 1938, Landlord hereby discloses to Tenant, and Tenant acknowledges, that neither the Premises, the Additional Premises, the Building nor the Property have undergone an inspection by a California "Certified Access Specialist" as of the date hereof.

Except as modified by this Amendment No. 1, the Lease and all of the covenants, agreements, terms and conditions thereof shall remain in full force and effect and are hereby in all respects ratified and confirmed. The covenants, agreements, terms and conditions contained in this Amendment No. 1 shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

All terms used herein shall have the same respective meanings as set forth in the Lease unless expressly provided otherwise in this Amendment No. 1.

Each of the signatories for the Landlord and Tenant personally covenant, warrant and guarantee that each of them, jointly and severally, have the power and authority to execute this Amendment No. 1 upon the terms and conditions stated herein, and each agrees to indemnify and hold harmless Tenant from all damages, costs, and expenses, which result from a breach of this representation.

In the event of a conflict between the terms and conditions of this Amendment No. 1 and the terms and conditions of the Lease, the terms and conditions of this Amendment No. 1 shall prevail. All other terms and conditions contained in the Lease shall remain in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Landlord's duly authorized representative has executed this Amendment No. 1 to Lease No. 78459 or caused it to be executed, the day, month and year first above written.

LANDLORD:

THRIFTY OIL CO., a California corporation

By: [Signature]

Name: Barry W. Berkett

Its: Co-CEO

By: [Signature]

Name: Sean Tabor

Its: Chief Operating Officer

TENANT:

COUNTY OF LOS ANGELES

a body politic and corporate

By: [Signature]

HILDA L. SOLIS

Chairwoman, Board of Supervisors



I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

ATTEST:

Lori Glasgow  
Executive Officer-Clerk  
of the Board of Supervisors

By: [Signature]

Deputy

LORI GLASGOW  
Executive Officer  
Clerk of the Board of Supervisors

By: [Signature]

Deputy

APPROVED AS TO FORM:

Mary C. Wickham  
County Counsel

By: [Signature]

Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

#13

NOV 15 2016

[Signature]  
LORI GLASGOW  
EXECUTIVE OFFICER

78459

Supplement No. 1

EXHIBIT A  
ADDITIONAL/EXISTING PREMISES

